



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Charles E. Miller (Deceased)

Patent No: 5,275,470

Issued: January 4, 1994

Title: SCRAPING DEVICE FOR POWERED STONE FLOOR  
DRESSING UNIT

Our File: MCO-100-A

**CERTIFICATE OF MAILING AND COVER LETTER**

Mail Stop Petition  
Hon. Commissioner of Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Transmitted herewith is a Request for Reconsideration of Dismissal of Petition to Accept Unavoidably Delayed Payment of Maintenance Fee in Expired Patent; Certificate of Mailing and Cover Letter and Self Addressed, Stamped Postcard.

       No additional fee is believed to be required.

X Our Checks in the amount \$130.00 is attached.

       Charge \_\_\_\_\_ to Deposit Account No. 50-2815.

X Please charge any additional fees or credit overpayment to  
Deposit Account No. 50-2815.

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Petitions Hon. Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 14<sup>th</sup> day of April, 2005

*Rachel M. Snyder*  
Rachel M. Snyder



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Charles E. Miller (Deceased)  
Application Serial No: 09 / 846,933  
Patent No. 5,275,470  
Filed: October 27, 1992  
Issue Date: January 4, 1994  
Title: SCRAPING DEVICE FOR POWERED STONE  
FLOOR DRESSING UNIT

Atty. Ref: MCO-100-A

REQUEST FOR RECONSIDERATION OF DISMISSAL OF PETITION TO  
ACCEPT UNAVOIDABLY DELAYED PAYMENT OF MAINTENANCE FEE IN  
EXPIRED PATENT (37 CFR 1.378 (b))

Mail Stop Petition  
Commissioner for Patents  
P. O. Box 1450  
Alexandria VA 22313-1450

Attention:  
Paul Shanoski, Senior Attorney

Sir:

In their "Decision on Petition Under 37 CFR 1.378 (b)" (Paper No. 15, dated February 14, 2005) ("Decision"), the Petitions Office "dismissed" Petitioner's "Petition to Accept Unavoidably Delayed Payment of Maintenance Fee in an Expired Patent (37 CFR 1.378(b))" ("Petition").

This Paper is a request for reconsideration of the Decision. Petitioner requests that the Petitions Office (a) grant the Petition, (b) find that the failure to pay a required maintenance fee was unavoidable, as that term is used under 37 CFR 1.378(b), and (c) restore the patent.

Attached hereto is a check in the amount of \$130.00, to cover the reconsideration fee set forth in 37 CFR 1.17(h). The requisite 7 ½ year maintenance fee was previously submitted.

## ARGUMENTS

As detailed in the Petition and summarized in the Decision of the Petitions Office, the inventor herein (Charles E. Miller, now deceased) was the owner of and on December 10, 1992 assigned the patent application to Prodigy Products, Inc. (the company). The application issued as a patent in 1994. Mr. Dennis Lumsden (Petitioner) purchased all assets of the company in 1995.

At the time of purchase in 1994, Petitioner was aware of the existence of the patent but was not given the Letters Patent and was not made aware of the requirement that maintenance fees had to be paid in 1997, 2001, and 2005. An office manager, who was with the company at the time of purchase by Petitioner, attended to payment of the 3 ½ year maintenance fee but did advise Petitioner of the requirement of yet further maintenance fees. Petitioner never saw correspondence from Patent Counsel advising of the need to pay maintenance fees, some seven and eleven years after the issuance of the patent.

Upon attempting to sell the company, the prospective buyers alerted Petitioner to the fact that the patent had expired.

Promptly thereafter, Petitioner sought out and contacted the below signed Patent Counsel to determine what steps were needed to be taken herein in order to reinstate the patent. Thereafter, the above Petition to accept an unavoidably delayed payment of maintenance fee in an expired patent was filed.

The standard for “unavoidable delay” is the “reasonably prudent person” standard and must be decided on a “case-by-case basis, taking all of the factors and circumstances into account”. Restated, the test for unavoidable delay is

whether the Petitioner exercised the care or diligence that is generally used by prudent and careful men in relation to their most important business.

Patent Counsel submits that Petitioner took reasonable steps to ensure the timely payment of the maintenance fees and the conduct herein meets the “unavoidable delay” standard.

In the situation herein, there was a failure of communication that was consistent, under the circumstances, with that degree of care exercised by prudent persons in accordance with their most important business. Petitioner’s delay is submitted as being an unavoidable delay, as that term is used under the Patent Rules and cases decided thereunder.

Following issuance of the patent, Patent Counsel advised the office manager (“Sherma”) of the company that the patent required payment of maintenance fees and indicated that these fees would be due at specified times in 1997, 2001, and 2005.

As noted in the “Affidavit of Dennis Lumsden”, Petitioner has been a resident of Louisiana from the time of purchase of the company until the present. The company has from the time of purchase until the present been located in Michigan. The day-to-day affairs and operation of the company has been handled by personnel located in Michigan. Payment of bills for goods, services and the like were attended to by staff located in Michigan. The office manager (“Sherma”) of the company oversaw the payment of the 3 ½ year maintenance fee.

Following his purchase, Petitioner reviewed the affairs of the company but was not made aware of the fact that an asset of the company (the patent) had to be maintained active by a fee that was payable some years later. For some inexplicable reason, the office manager apparently did not have in place a system that indicated a patent bill would come due and have to be paid some years later.

Although Patent Counsel had advised the company that maintenance fees were due, both at the time of patent issue and prior to the due date for payment of the 3 ½ year maintenance fee, Petitioner never saw such letters.

Sometime after payment of the 3 ½ year maintenance fee in 1997, the office manager (“Sherma”) left the company. Although Patent Counsel was aware of the sale of the company, the name and location of the purchaser was not known and the name of a person to contact was not known. Not until August 2004 did patent counsel become aware of the name of the new owner and that the new owner was located in Louisiana and the facts of the matter herein.

Petitioner relied upon the company staff in Michigan to attend to day-to-day affairs and relied upon this staff to pay bills that became due. At the time of purchase, upon review of the matters then pending and review of the patent, Petitioner did all that was reasonable under the circumstances as regards maintaining the patent and paying the fees. A review of the printed copy of the patent did not place the Petitioner on notice to do more. Petitioner’s reliance upon office staff to attend to new matters as they arose or request instructions from him as to what steps should be taken in any future matters was reasonable.

For some ten years no bills or actions have fallen through the gratings.

Petitioner acted promptly upon becoming aware that the patent had expired.

Petitioner acted reasonably under the circumstances and thus the failure to timely pay a maintenance fee is submitted as being “unavoidable” within the meaning of 35 USC 41 (c) and 37 CFR 1.378 (b)(3).

The Petitions Office suggests that the Letters Patent itself should have provided notice to the Petitioner that maintenance fees were due. As noted, Petitioner did not receive the Letters Patent, and the copy of the patent that Petitioner did receive did not place Petitioner on notice that a duplicate original should be requested.

The Petitions Office also suggests that had petitioner been provided with a copy of the Letters Patent upon acquiring the company, or had he ordered a copy from the Office, this requirement would have been clear to him.

This begs the question. Patent counsel disagrees with this proposition and submits that the Petitions Office contention is contrary to the “reasonably prudent man standard” required herein.

Petitioner did not have the original Letters Patent but a duplicate copy of the printed patent. There is no reason why the Petitioner would request a “new” original of the Letters Patent. If the Patent Office had printed this as a warning on the front face of an issued patent, people using the Patent Office web site or reviewing a copy of an issued patent, would be on notice as that a patent term may possibly be cut short.

The front face of a duplicate copy of an issued patent presents information to inform third parties of certain essentials regarding the patent. This is the document that the Petitioner had. The front face of the issued patent lists such information as the patent number, the inventor(s), the assignee (if any), the filing date, and the issue date of the patent. The issue date on the front face of a printed copy of an issued suggests a maximum term of the issued patent.

Additionally, the front face of an issued patent indicates, where appropriate, adjustments in the term of the issued patent. For example: (a) “subject to any disclaimer this patent is extended or adjusted under 35 USC 154(b) by (~) days”; or (b) “this patent is subject to a terminal disclaimer.”

The front face of an issued patent does not indicate that the patent term is subject to the payment of maintenance fees, nor does accessing the patent on the PTO website afford such information. Only a PTO-website savvy person can navigate the website to obtain the requisite information

The front face of a duplicate original of a printed patent does not include a warning that the reader should look elsewhere for additional important information regarding the term of a patent. A reasonably prudent man would not necessarily search for problems where they are not indicated.

The word “unavoidable” is applicable to ordinary human affairs and requires no more or greater care than is generally used and observed by prudent and careful men in relation to their most important business. *It permits them in the exercise of this care to rely upon the ordinary and trustworthy agencies of mail and telegraph, worthy and reliable employees, and such other means as are*

usually employed in such important business. If unexpectedly, or through the unforeseen fault or imperfection of these agencies or instrumentalities, there occurs a failure, it may properly be said to be unavoidable, all other conditions of promptness in its rectification being present. (emphasis supplied herein) In re Katrapat, AG, 6 USPQ 2d 1863, 1866 (Comm'r. 1988) (quoting the cases relied on by the Petitions Office, viz., Ex parte Pratt, 1877 Dec. Comm'r. Pat. 31, 32 - 33 (Comm'r. 1887); In re Matullath, 38 App. D. C. 497, 514-515 (1912); Winkler v. Ladd, 221 F. Supp. 550, 552, 138 USPQ 666, 667-668 (D.D.C. 1963); aff'd 143 USPQ 172, 172 (D.D.Cir. 1964). See also Ex parte Henrich, 1913 Dec. Comm'r. Pat. 139, 141 (Comm'r. Pat. 1913) (delay in responding to Office action due to docketing error held unavoidable in view of counsel's elaborate record system for keeping track of pending applications and employment of all reasonable checks that could be required for preventing such errors.) In the many years Petitioner was the owner of the company, the company's system was effective in keeping track of all bills that came due. The record system prevented items to be handled from falling through the cracks.

In sum, it is respectfully submitted that the "unavoidable delay" standard is a "reasonable person standard", i.e., did the Petitioner act reasonably but there was a delay nonetheless.

#### CONCLUSION

The Petitioner herein acted reasonably, relying on worthy and reliable employees, and such other means as are usually employed in such business. Unexpectedly, however, through unforeseen fault or imperfection in these

agencies and instrumentalities, as outlined under the facts hereinabove, there occurred a failure. Inexplicably, and prior to leaving the company, the office manager at the company apparently neglected to properly see to it that future maintenance fees were paid. Under Katrapat AG, such failure may be said to be unavoidable.

Upon finding that there was such a failure, Petitioner promptly took steps to rectify and/or correct the failure and pay a required maintenance fee.

Patent Counsel requests that the delayed payment of the maintenance fee be accepted and the now expired patent be activated.

Although no other fee is believed due for entry of this Petition, the Patent Office is authorized to charge Deposit Account 50 - 2815 for any additional fee to enter this Paper.

A "Change of Correspondence Address Form (PTO/SB/122)" to change the address of record was filed February 17, 2005.

As advised in the Decision, Patent Counsel specifically requests that a Treasury check be prepared and returned to Patent Counsel (with the name and address as below listed) in the amount of \$465.00, to cover (a) a \$400.00 petition fee (37 CFR 1.137(b)) and a \$65.00 statutory disclaimer fee.

Respectfully submitted,

  
Arnold S. Weintraub, Reg. 25523  
The Weintraub Group, P.L.C.  
32000 Northwestern Highway, Suite 240  
Farmington Hills, MI 48334  
(248) 865-9430

Dated:

April 13, 2005



UNITED STATES PATENT AND TRADEMARK OFFICE

O I P E  
APR 18 2005  
PATENT & TRADEMARK OFFICE  
JULY 14 2005  
COMMISSIONER FOR PATENTS  
UNITED STATES PATENT AND TRADEMARK OFFICE  
P.O. BOX 1450  
ALEXANDRIA, VA 22313-1450  
WWW.USPTO.GOV

Paper No. 15

ARNOLD S. WEINTRAUB  
WEINTRAUB, DUROSS & BRADY  
30200 TELEGRAPH ROAD  
SUITE 200  
BINGHAM FARMS MI 48025

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FEB 14 2005

**OFFICE OF PETITIONS**

In re Application of  
Charles E. Miller  
Application No. 07/967,265  
Patent No. 5,275,470  
Filed: October 27, 1992  
Issue Date: January 4, 1994  
Title: SCRAPING DEVICE FOR POWERED  
STONE FLOOR DRESSING UNIT

DECISION ON PETITION  
UNDER 37 C.F.R. §1.378(B)

This is a decision on the petition filed January 14, 2005, pursuant to 37 C.F.R. §1.378(b)<sup>1</sup>, to revive the above-identified application.

The patent issued on January 4, 1994. The grace period for paying the 7½ year maintenance fee provided in 37 CFR 1.362(e) expired at midnight on January 4, 2002, with no payment received. Accordingly, the patent expired on January 4, 2002.

With the instant petition, petitioner submitted the surcharge associated with a petition to accept late payment of a maintenance fee as unavoidable, along with the 7 ½ year maintenance fee.

<sup>1</sup> Any petition to accept an unavoidably delayed payment of a maintenance fee filed under 37 C.F.R. §1.378(b) must include:

- (1) The required maintenance fee set forth in 37 C.F.R. §1.20 (e) through (g);
- (2) The surcharge set forth in 37 C.F.R. §1.20(i)(1), and;
- (3) A showing that the delay was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent. The showing must enumerate the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly.

Petitioner has also submitted a \$400 petition fee, a \$65 fee associated with the filing of a statutory disclaimer, and a petition under 37 C.F.R. §1.137(b) along with the associated petition fee. None of these submissions are appropriate, and as such, the petition under 37 C.F.R. §1.137(b) will not be processed.

In regards to the fees, Petitioner should request that a Treasury check be prepared upon renewed petition. At which time, the renewed petition will either be granted or denied, and a Treasury check will be prepared. Alternatively, if Petitioner decides against filing a renewed petition, Petitioner may submit a request for a refund to the Office of Finance, at the address listed at the bottom of page 5 of this decision.

Petitioner has met the first and second requirements above.

The third requirement above will be discussed below.

### **The standard**

35 U.S.C. §41(c)(1) states:

The Director may accept the payment of any maintenance fee... after the six-month grace period if the delay<sup>2</sup> is shown to the satisfaction of the Director to have been unavoidable.

§1.378(b)(3) is at issue in this case. Acceptance of a late maintenance fee under the unavoidable delay standard is considered under the same standard for reviving an abandoned application under 37 C.F.R. §1.137(a). This is a very stringent standard. Decisions on reviving abandoned applications on the basis of “unavoidable” delay have adopted the reasonably prudent person standard in determining if the delay was unavoidable:

The word ‘unavoidable’ ... is applicable to ordinary human affairs, and requires no more or greater care or diligence than is generally used and observed by prudent and careful men in relation to their most important business<sup>3</sup>.

In addition, decisions are made on a “case-by-case basis, taking all the facts and circumstances into account.”<sup>4</sup> Nonetheless, a petition cannot be granted where a petitioner has failed to meet his or her burden of establishing that the delay was “unavoidable.”<sup>5</sup>

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2 This delay includes the entire period between the due date for the fee and the filing of a grantable petition pursuant to 37 C.F.R. §1.378(b).

3 In re Mattullath, 38 App. D.C. 497, 514-15 (1912)(quoting Ex parte Pratt, 1887 Dec. Comm'r Pat. 31, 32-33 (1887)); see also Winkler v. Ladd, 221 F. Supp. 550, 552, 138 U.S.P.Q. 666, 167-68 (D.D.C. 1963), aff'd, 143 U.S.P.Q. 172 (D.C. Cir. 1963); Ex parte Henrich, 1913 Dec. Comm'r Pat. 139, 141 (1913).

4 Smith v. Mossinghoff, 671 F.2d at 538, 213 U.S.P.Q. at 982.

5 Haines, 673 F. Supp. at 316-17, 5 U.S.P.Q.2d at 1131-32.

An adequate showing that the delay in payment of the maintenance fee at issue was unavoidable<sup>6</sup> within the meaning of 35 U.S.C. 41(c) and 37 CFR 1.378(b)(3) requires a showing of the steps taken to ensure the timely payment of the maintenance fees for this patent. Where the record fails to disclose that the patentee took reasonable steps, or discloses that the patentee took no steps, to ensure timely payment of the maintenance fee, 35 U.S.C. 41(c) and 37 C.F.R. §1.378(b)(3) preclude acceptance of the delayed payment of the maintenance fee under 37 CFR 1.378(b).

Furthermore, under the statutes and rules, the Office has no duty to notify patentees of the requirement to pay maintenance fees or to notify patentees when the maintenance fees are due. It is solely the responsibility of the patentee to assure that the maintenance fee is timely paid to prevent expiration of the patent. The lack of knowledge of the requirement to pay a maintenance fee and the failure to receive the Maintenance Fee Reminder will not shift the burden of monitoring the time for paying a maintenance fee from the patentee to the Office. Thus, in support of an argument that the delay in payment was unavoidable, evidence is required that despite reasonable care on behalf of the patentee and/or the patentee's agents, and reasonable steps to ensure timely payment, the maintenance fee was unavoidably not paid.<sup>6</sup>

Even if the Office were required to provide notice to applicant of the existence of maintenance fee requirements, such notice is provided by the patent itself.<sup>7</sup>

### **Portions of the Code of Federal Regulations and the MPEP relevant to the abandonment of this application**

37 CFR 1.362. Time for payment of maintenance fees, states, in part:

- (a) Maintenance fees as set forth in §§ 1.20(e) through (g) are required to be paid in all patents based on applications filed on or after December 12, 1980, except as noted in paragraph (b) of this section, to maintain a patent in force beyond 4, 8 and 12 years after the date of grant.
- (d) Maintenance fees may be paid in patents without surcharge during the periods extending respectively from:
  - (1) 3 years through 3 years and 6 months after grant for the first maintenance fee,
  - (2) 7 years through 7 years and 6 months after grant for the second maintenance fee, and
  - (3) 11 years through 11 years and 6 months after grant for the third maintenance fee.
- (e) Maintenance fees may be paid with the surcharge set forth in § 1.20(h) during the respective grace periods after:
  - (1) 3 years and 6 months and through the day of the 4th anniversary of the grant for the first maintenance fee.
  - (2) 7 years and 6 months and through the day of the 8th anniversary of the grant for the

<sup>6</sup> See MPEP 2590 (*Manual of Patent Examining Procedure*, Rev, Aug. 1, 2001).

<sup>7</sup> See *Ray v. Lehman*, 55 F.3d 606, 610; 34 USPQ2d 1786, 1789 (Fed. Cir. 1995). The Letters Patent contains a Maintenance Fee Notice that warns that the patent may be subject to maintenance fees if the application was filed on or after December 12, 1980. While it is unclear as to who was and is in actual possession of the patent, Petitioner's failure to read the Notice does not vitiate the Notice, nor does the delay resulting from such failure to read the Notice establish unavoidable delay.

- second maintenance fee, and
- (3) 11 years and 6 months and through the day of the 12th anniversary of the grant for the third maintenance fee.
- (f) If the last day for paying a maintenance fee without surcharge set forth in paragraph (d) of this section, or the last day for paying a maintenance fee with surcharge set forth in paragraph (e) of this section, falls on a Saturday, Sunday, or a federal holiday within the District of Columbia, the maintenance fee and any necessary surcharge may be paid under paragraph (d) or paragraph (e) respectively on the next succeeding day which is not a Saturday, Sunday, or Federal holiday.
- (g) Unless the maintenance fee and any applicable surcharge is paid within the time periods set forth in paragraphs (d), (e) or (f) of this section, the patent will expire as of the end of the grace period set forth in paragraph (e) of this section. A patent which expires for the failure to pay the maintenance fee will expire at the end of the same date (anniversary date) the patent was granted in the 4th, 8th, or 12th year after grant.

MPEP 2515 Information Required for Submission of Maintenance Fee Payment states, in part:

If a patent expires because the maintenance fee and any necessary surcharge have not been paid in the manner required by 37 CFR 1.366, the patentee could proceed under 37 CFR 1.378 (see MPEP § 2590), if appropriate, or could file a petition under 37 CFR 1.377 (see MPEP § 2580) within the period set therein seeking to have the maintenance fee accepted as timely even though not all of the required identifying data was present prior to expiration of the grace period.

## 2575 Notices

Under the statutes and the regulations, the Office has no duty to notify patentees when their maintenance fees are due. It is the responsibility of the patentee to ensure that the maintenance fees are paid to prevent expiration of the patent. The Office will, however, provide some notices as reminders that maintenance fees are due, but the notices, errors in the notices or in their delivery, or the lack or tardiness of notices will in no way relieve a patentee from the responsibility to make timely payment of each maintenance fee to prevent the patent from expiring by operation of law. The notices provided by the Office are courtesies in nature and intended to aid patentees. The Office's provision of notices in no way shifts the burden of monitoring the time for paying maintenance fees on patents from the patentee to the Office.

### Application of the standard to the current facts and circumstances

Assignment records show that on December 10, 1992, the inventor assigned this application to a company by the name of Prodigy Products, Inc. (the company). With the instant petition, Petitioner has asserted that he purchased all assets of the company in 1995. Petitioner was aware of the existence of this patent, although he states that he was not given the Letters Patent, and was not made aware of the requirement to submit maintenance fees in a timely manner. Petitioner explains that the 3½ year maintenance fee was submitted by the company's former office manager. Upon attempting to sell the company, the prospective buyers discovered that this patent had expired, and alerted Petitioner to this fact.

Petitioner's explanation of the delay has been considered, and it has been determined that it fails to meet the standard for acceptance of a late payment of the maintenance fee and surcharge, as set by 35 U.S.C. 41(c) and 37 CFR 1.378(b)(3). The period for paying the 7½ year maintenance fee without the surcharge extended from January 4, 2001 to July 4, 2001 and for paying with the surcharge from July 5, 2001 and January 4, 2002. Thus, the delay in paying the 7 ½ year

maintenance fee extended from January 4, 2002 at midnight to the filing of the instant petition on January 14, 2005.

First, the lack of knowledge of the requirement to pay a maintenance fee cannot be used to establish unavoidable delay, as it is solely the responsibility of the patentee to assure that the maintenance fees are submitted in a timely manner.

Secondly, the Letters Patent itself should have provided notice to the Petitioner that maintenance fees were due. Had Petitioner been provided with a copy of the Letters Patent upon acquiring the company, or had he ordered a copy from the Office, this requirement would have been clear to him. It is clear that Petitioner invested neither the time, the effort, nor the relatively negligible expense in obtaining a copy from the Office. Since Petitioner never attempted to review this important business asset, he is unable to subsequently assert that he treated his patent as his most important business, and as such, cannot meet the requirement imposed by Pratt referred to above.

Finally, the establishment of unavoidable delay requires a showing of the steps taken to ensure the timely payment of the maintenance fees for this patent. Since it is clear that no steps were in place for ensuring that the maintenance fee would be submitted in a timely manner, the granting of this petition is precluded.

It should be noted that Petitioner has requested that a copy of the notice of abandonment be sent to him. During the application stage, this application never went abandoned. As such, no notice of abandonment was ever prepared or sent.

## CONCLUSION

In view thereof, the petition must be **DISMISSED**.

Any request for reconsideration of this decision must be filed within **TWO MONTHS** of the mailing date of this decision. Any such petition for reconsideration must be accompanied by the \$130 petition fee set forth in §1.17(h). After decision on the petition for reconsideration, no further reconsideration or review of the matter will be undertaken by the Commissioner.

Accordingly, on request for reconsideration, it is extremely important that petitioner supply any and all relevant information and documentation in order to meet his burden of showing unavoidable delay. This includes statements by all persons with direct knowledge of the cause of the delay, setting forth the facts as they know them. Petitioner must provide documentation and address the deficiencies noted above.

If on request for reconsideration, the delayed payment of the maintenance fee is not accepted, then the maintenance fee is subject to refund following the decision on the petition for reconsideration, or after the expiration of the time for filing such a petition for reconsideration, if none is filed. (Petitioner may request a refund of the maintenance fee and surcharge by writing to the Office of Finance, Refund Section, Commissioner for Patents, Washington DC 20231. A copy of the last decision rendered should accompany the request for refund).

The renewed petition should indicate in a prominent manner that the attorney handling this matter is Paul Shanoski.

To help assure prompt and proper attention to your response, please see Request for Alert Concerning Submitted Petitions, 1282 Official Gazette (May 18, 2004) for further information on how to assist the Office in delivering your submission to the correct location. The Petitioner may wish to consider telephoning the undersigned one month after the submission is made to confirm that the documents were properly delivered.

Any renewed petition may be submitted by mail<sup>8</sup>, hand-delivery<sup>9</sup>, or facsimile<sup>10</sup>.

**The application file will be retained in the Office of Petitions for two (2) months.**

It is noted that the address listed on the petition differs from the address of record. The application file does not indicate a change of correspondence address has been filed in this case, although the address given on the petition differs from the address of record. If petitioner desires to receive future correspondence regarding this application, the change of correspondence address must be submitted. A courtesy copy of this decision will be mailed to petitioner. However, all future correspondence will be directed to the address of record until such time as appropriate instructions are received to the contrary. Petitioner will not receive future correspondence unless a Change of Correspondence Address Form (PTO/SB/122) is submitted for the above-identified application. A blank Change of Correspondence Address Form (PTO/SB/122) may be found at <http://www.uspto.gov/web/forms/sb0122.pdf>.

The general phone number for the Office of Petitions which should be used for status requests is (571) 272-3282. Telephone inquiries regarding *this decision* should be directed to the undersigned at (571) 272-3225.



**Paul Shanoski**  
**Senior Attorney**  
**Office of Petitions**  
**United States Patent and Trademark Office**

cc: ARNOLD S. WEINTRAUB  
WEINTRAUB, DUROSS & BRADY  
32000 NORTHWESTERN HIGHWAY  
SUITE 240  
FARMINGTON HILLS, MI 48334

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<sup>8</sup> Mail Stop Petition, Commissioner for Patents, United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA, 22313-1450.

<sup>9</sup> Customer Window, Mail Stop Petition, Crystal Plaza Two, Lobby, Room 1B03, Arlington, Virginia 22202.

<sup>10</sup> (703) 872-9306 - please note this is a central facsimile number, and as such, there will be a delay in the delivery of the facsimile to the undersigned, which could be as much as one month.